

Para-Chem Southern, Inc. and John H. Lunsford.
Case 11-CA-8997

March 17, 1982

**SUPPLEMENTAL DECISION AND
ORDER**

**BY MEMBERS FANNING, JENKINS, AND
ZIMMERMAN**

On October 23, 1981, Administrative Law Judge Thomas D. Johnston issued the attached Supplemental Decision in this proceeding.¹ Thereafter, Respondent filed exceptions and a supporting brief, the General Counsel filed an answering brief, and Charging Party filed a brief in support of the Administrative Law Judge's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings,² findings,³ and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Para-Chem Southern, Inc., Simpsonville, South Carolina, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

¹ The underlying Decision and Order Remanding Proceeding appears at 258 NLRB 265 (1981).

² We reject Respondent's request that we reverse the Administrative Law Judge and admit into evidence a transcript of certain surreptitiously tape-recorded conversations. In support of its request, Respondent asserts that the transcript contains numerous instances that would impeach testimony adduced at the hearing by the General Counsel's key witness. Respondent ignores the fact that it used the transcript for cross-examination purposes at the hearing in an attempt to impeach the witness. Accordingly, those portions of the transcript deemed material by Respondent in its attempt to impeach the witness were considered by the Administrative Law Judge in resolving credibility. Thus, no reversible error was committed by the Administrative Law Judge in rejecting the introduction of the transcript into evidence.

³ Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enf'd, 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

SUPPLEMENTAL DECISION

THOMAS D. JOHNSTON, Administrative Law Judge: On September 24, 1981, the National Labor Relations Board

260 NLRB No. 142

issued its Decision and Order Remanding Proceeding to the Administrative Law Judge in this proceeding in which it reversed my finding pertaining to the supervisory status of John Lunsford by finding John Lunsford to be an employee within the meaning of Section 2(3) of the Act, and not a supervisor within the meaning of Section 2(11) of the Act. It remanded the case to me for further findings as to the circumstances surrounding Lunsford's severance of employment with Respondent, and for the preparation and issuance of a Supplemental Decision containing findings of fact, conclusions of law, and recommendations in accordance with the Decision and Order Remanding.

The issue to be resolved as framed by the pleadings and the Board's remand is whether Respondent violated Section 8(a)(3) and (1) of the National Labor Relations Act, as amended (herein called the Act), by discriminatorily discharging and refusing to reinstate John Lunsford because of his union membership and activities or whether he quit by abandoning his job as Respondent contends.

Upon the entire record in this case¹ and from my observations of the witnesses² and after due consideration of the briefs previously filed by the parties, I hereby make the following:

A. John Lunsford's Termination

John Lunsford was employed by Respondent from 1961 until November 26, 1979.³ He worked in the shipping and receiving department under the supervision of Traffic Manager and Purchasing Agent James Waters⁴ until November 14 when Terry Taylor replaced Waters as traffic manager and became Lunsford's immediate supervisor. Waters who, like Taylor, was a supervisor under the Act continued as purchasing agent.

Lunsford's testimony establishes that during the last couple of weeks of his employment⁵ he had discussions on the telephone and on Respondent's premises with approximately 12 or more employees, including Wesley Hinson, Jr., concerning how they felt about having a union. He also mentioned to Purchasing Agent Waters that he had had such conversations with employees; however, Waters had informed him it was the wrong thing to do and that he thought the Company did not need a third party to come in and to make their decisions. Both Hinson and Waters corroborated Lunsford's testimony about his union activities, which I credit. Waters, who was also a personal friend of Lunsford,

¹ Unless otherwise indicated the findings are based on the pleadings, admissions, stipulations, and undisputed evidence contained in the record, which I credit.

² Credibility resolutions made in my original decision has been considered in resolving credibility here.

³ All dates referred to are in 1979, unless stated otherwise.

⁴ Waters, who was terminated on April 16, 1980, was not employed by Respondent at the time of the hearing.

⁵ While Lunsford initially contended such discussions about the Union began approximately 2 months prior to his termination, he acknowledged having indicated in an affidavit given to a Board agent and in prior sworn testimony that his union activities only began about 2 weeks prior to his termination. His explanation for this difference in time was the latter 2 weeks was the only period in which he was heavily involved in union activities.

denied divulging his conversation with Lunsford to anyone else.

Although Lunsford discussed the Union with other employees prior to his termination he acknowledged no union was actually involved in organizing Respondent's employees at the time and that it was more than a month after his termination before he contacted a union himself.

The first notification Respondent had from the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 28 (herein called the Union), was by letter dated March 5, 1980, when the Union notified Respondent that it had formed an organizing committee.

On November 21, which was the day before Thanksgiving, Lunsford did not go to work. Instead, he went to Columbia, South Carolina, to see about his driver's license after receiving a notice about it in the mail late the previous evening. Prior to leaving for Columbia that morning for his 9 a.m. appointment he contacted Purchasing Agent Waters at a restaurant before work⁶ and requested him to notify Respondent that he had to go to Columbia and to find out for him whether the plant would be working on the Friday after Thanksgiving. Waters agreed to do so.

The procedure for employees who are going to be absent from work as described by both Waters and Lunsford is for those employees to call in and leave word. However, according to both Traffic Manager Taylor and Plant Manager James Kerr,⁷ Lunsford should have contacted Taylor about his being absent.

Following his arrival at work that morning Waters relayed Lunsford's message about being absent that day to Plant Manager Kerr. Kerr acknowledged receiving the message but admitted he forgot at the time to inform Traffic Manager Taylor that Lunsford would be absent. While Waters placed his conversation with Kerr as occurring about 8:45 a.m. or 9 a.m. Kerr said it was about 10 a.m. Both Kerr and Taylor stated it was not until that afternoon before Kerr gave Taylor the message.

According to Taylor, when Lunsford did not report to work that day upon his asking Waters whether he knew if Lunsford was coming in Waters informed him he was not and mentioned Lunsford had gone to Columbia to take care of his driver's license.

Waters also testified that he informed Plant Manager Kerr that Lunsford wanted to know whether the shipping and receiving department would work that Friday and to let Waters know. However, after Kerr did not get back to him he asked Traffic Manager Taylor who informed him the department would not work. While Taylor admitted Waters had asked him whether the department would work that Friday and if Lunsford had to come in, his version was that he informed Waters he was not sure because they had to wait and see the production schedules. However, Taylor acknowledged his department did not operate that Friday and it would not have been necessary for Lunsford to work.

Both Lunsford and Waters stated that evening Waters informed Lunsford he had relayed Lunsford's message about not working that day to Respondent and that the

shipping and receiving department would not be working on Friday.

Lunsford did not call in or report to work on Friday.

On Monday morning, November 26, Lunsford was in Waters' office talking to him when Traffic Manager Taylor came in and told Lunsford he wanted to see him. Lunsford accompanied Taylor to the adjoining office of Vice President Dennis where the two of them⁸ had a conversation with the door closed.

Lunsford testified that Taylor started out by telling him in a loud voice that he was out on Wednesday and Friday without calling in and was unexcused. When he tried to explain where he was on those days Taylor would not let him finish his sentences. Taylor then said, "Furthermore, you have been going around through the plant discussing with other employees about forming a union, and by no means will we let this happen." Taylor added, "As far as I am concerned, Para-Chem doesn't need your kind." Upon asking Taylor if that meant he was fired, Taylor replied, "Absolutely."

Waters, who remained in his own office during the conversation, stated he overheard the conversation between Taylor, who raised his voice, and Lunsford in Dennis' office next door through the dividing wall between the two offices and corroborated Lunsford's testimony about his being discharged. Waters, who described Taylor as appearing upset when he asked to see Lunsford, stated he intentionally listened in on the conversation for that reason.

Taylor denied firing⁹ Lunsford or mentioning the Union. His version was without raising his voice he asked Lunsford where he had been on Wednesday and when Lunsford told him about going to Columbia he informed Lunsford that he did not let him know what he was going to do and did not call his supervisor, and said that can be unexcusable. After mentioning Lunsford had not been there Wednesday to find out about the schedule for Friday, Lunsford commented he guessed Taylor needed a third unexcused absence. He told Lunsford he did not know what the policy was on absenteeism but all he wanted to do was to straighten it out on who Lunsford had to call when he was not going to be there or be late. Lunsford indicated he did not feel like he had to do that and mentioned as the reason their duties had not changed in the meeting held on November 14,¹⁰ Taylor agreed their duties had not changed but said it was clearly pointed out Lunsford had to call him on absences or tardiness and was to report to him as his supervisor. Upon telling Lunsford he needed to know where Lunsford and Templeton were since they ran the department and it did not suit him to send word by someone else because he did not get it in time, Lunsford stood up, asked him when he wanted the third unexcused absence, and walked out the door.

⁸ Although during the conversation Vice President Dennis entered the office momentarily, he denied hearing anything discussed.

⁹ Taylor, although a supervisor under the Act, claimed in order to fire someone he would have to go to Plant Manager Kerr, Chairman Jordan, or Vice President Dennis.

¹⁰ This was the meeting at which Taylor's appointment as traffic manager was announced.

⁶ This was before Respondent's switchboard opened at 8 a.m.

⁷ Kerr is also the executive vice president of production.

Lunsford corroborated Waters' testimony that conversations can be overheard between the two offices. Vice President Dennis, who occupied the office next to Waters' office, did not testify on the issue. Although Taylor acknowledged voices could be overheard, he denied the words said could be distinguished. Plant Manager Kerr denied conversations could be overheard between these two offices.

I credit the testimony of Lunsford, which was corroborated by Purchasing Agent Waters, concerning his discharge conversation rather than Traffic Manager Taylor's. Besides my observations of the witnesses in discrediting Taylor on this issue, his version which implies Lunsford quit does not appear plausible. For instance, Taylor at the time of their conversation was fully aware by his own admissions Lunsford had gone to Columbia on November 21 to see about his driver's license and had so notified Respondent and also that Lunsford was not required to work the Friday after Thanksgiving. Without any showing as here under Taylor's version that he threatened to actually give Lunsford two unexcused absences there was nothing to provoke the alleged response by Lunsford about Taylor needing a third unexcused absence. Prior to this incident there was no evidence that Lunsford, who was considered by Respondent to be a supervisor, had ever been warned about his work. Moreover, Lunsford, an employee of approximately 18 years' standing, had never informed Respondent he was quitting his job and that very day, as discussed *infra*, Purchasing Agent Waters, an admitted supervisor under the Act at the time, confronted Taylor with having fired Lunsford.

Waters testified that later that morning after he observed Lunsford leave the parking area Taylor came in his office whereupon he asked him why he had fired Lunsford. Taylor just looked at him, shrugged his shoulders, and left. Taylor acknowledged Waters had asked him if he fired Lunsford but stated he denied it and said Lunsford had just walked out and he had not seen him since. Taylor further testified, contrary to Waters' denial, that Waters accused him during the same conversation, which he placed as occurring that afternoon, of letting the Company use him to get rid of Lunsford and said if he did not see that he was dumber than hell and after mentioning he was a top candidate for s.o.b. of the year ordered Taylor out of his office. I credit Waters rather than Taylor concerning this conversation for reasons previously given.

Taylor also stated that, following his conversation with Lunsford that morning, Vice President Dennis reported to him that Lunsford had driven off in Waters' car and inquired where he was going,¹¹ whereupon Taylor then said he had asked Waters who mentioned Lunsford had probably gone to the post office. Waters credibly denied having such a conversation with Taylor and both Waters and Lunsford denied Lunsford had left in Waters' car.

Waters also stated that the same afternoon he asked both Vice President Dennis and Plant Manager Kerr separately what they thought about Taylor firing Lunsford.

Dennis' response was that he had heard something to that effect but he could not comment on it at the time while Kerr denied having any information on it and said he could not discuss it. Waters also said as he was leaving Dennis' office he heard Dennis pick up the telephone and ask for Chairman Jordan who was out of town. Both Dennis and Kerr denied having such conversations with Waters, and Dennis, whose testimony was corroborated by Chairman Jordan, denied calling Jordan.

I credit these denials by Dennis, Kerr, and Jordan rather than the uncorroborated testimony of Waters whose testimony on occasions was contradictory.

According to both Waters and Lunsford that evening¹² Waters contacted Lunsford and informed him he had heard Traffic Manager Taylor terminate him and indicated to Lunsford he was going to wait until Chairman Jordan returned to town and see what happened.

According to Taylor after he became traffic manager Lunsford would avoid him and once accused him of opening his personal mail. Taylor also testified Waters had informed him that Lunsford had been in the shipping and receiving department longer and had been passed over before and was upset because he did not get the job as traffic manager.

Both Waters and Lunsford credibly denied making such statements.

Jerry Templeton, a witness presented by Respondent, stated that Lunsford told him he was not going to cooperate with Taylor or give him any kind of information about shipping and receiving and traffic. Lunsford denied making such statements and there was no evidence to show he either refused to cooperate with or to give such information to Taylor.

On November 29, a meeting was held by Chairman Jordan and attended by Purchasing Agent Waters, Traffic Manager Taylor, and Plant Manager Kerr at which time Lunsford's termination was discussed.¹³ During this meeting Waters accused Taylor of firing Lunsford which Taylor denied, claiming Lunsford had left. Jordan acknowledged stating it was his conclusion Lunsford had left without giving notice and making the statement, using profanity, that if Lunsford came back he would fire him and he had had enough of it. Waters admitted he did not tell them about overhearing the discharge conversation or give his reason for saying Taylor had fired Lunsford. His explanation at the hearing for not doing so was because Jordan had made it clear at the meeting that their position was Lunsford had quit and was not fired. Jordan, whose testimony was corroborated by Kerr and Taylor, credibly denied telling anyone what their position had to be on Lunsford's separation and stated Waters had the opportunity to give his reason for saying Taylor discharged Lunsford.

¹² Waters acknowledged having stated in an affidavit given to a Board agent he did not talk to Waters until 3 days or so after Lunsford's termination which he now says is incorrect.

¹³ According to Chairman Jordan and Traffic Manager Taylor they had discussed Lunsford earlier that morning because on November 21, after Taylor mentioned to Jordan that Lunsford had not come to work, Jordan has instructed him to let his employees know who they had to report to and have the reasons they were not there.

¹¹ Vice President Dennis corroborated Taylor's testimony.

Both Waters and Lunsford stated after work that day Waters informed Lunsford what had happened at the meeting, including Chairman Jordan's statement about firing Lunsford if he came back.

Following his termination Lunsford filed a claim containing an effective date of January 6, 1980, for unemployment benefits with the South Carolina Employment Security Commission listing as the reason for his termination "was dismissed because of union activity (talking union with other employees)." A hearing on his claim was held on March 5, 1980. Waters did not testify at this hearing. However, Lunsford mentioned at that hearing that Waters had overheard the discharge conversation.

The South Carolina Employment Security Commission rendered its decision on June 13, 1980, which became final when it was affirmed by the Court of Common Pleas for the County of Greenville, South Carolina, by order dated November 3, 1980, finding Lunsford had quit his work without good cause. The decision as expressed in the court's order shows, in part, that it was based on the absence of any evidence to support Lunsford's sole claim he engaged in any union activity.

Subsequent to the March 5, 1980, South Carolina Employment Security Commission's hearing at which Lunsford brought out that Waters had overheard the discharge conversation, Respondent's representatives including Chairman Jordan, Vice President Dennis, Plant Manager Kerr, or Attorney Suggs, met with Waters on March 10 or April 16 concerning Lunsford's termination. However, Waters at these meetings also did not inform them of overhearing the discharge conversation and declined to give a statement about it as requested by them.

Chairman Jordan, Vice President Dennis, Plant Manager Kerr, and Traffic Manager Taylor all claimed they had no knowledge of Lunsford's union activities or of any union activities at the time of Lunsford's termination.

Waters testified in early January 1980 that Chairman Jordan mentioned to him the union problem was resurfacing and said the Company would not tolerate a union and there was no price too great to pay to keep the Union out even if it meant shutting the plant down. Jordan, who acknowledged he did not want a union at the Company, did not deny making such statements attributed to him by Waters whose undenied testimony I credit.

Waters also testified on another occasion which he acknowledged probably occurred after Lunsford's March 5, 1980,¹⁴ hearing before the South Carolina Employment Security Commission that Chairman Jordan asked him whether he knew about the Teamsters Union coming in or Lunsford trying to bring it in which he denied. Jordan stated in the March 10 meeting Waters had informed him he had discussed the union with Lunsford on previous occasions and Jordan admitted he may have asked Waters if he had knowledge about Lunsford trying to bring in a union.

¹⁴ This was the same date as set forth, *supra*, the Union sent Respondent a letter about its organizing committee.

B. Analysis and Conclusions

The General Counsel contends that Respondent violated Section 8(a)(1) and (3) of the Act by discriminatorily discharging and refusing to reinstate Lunsford because of his union membership and activities, while Respondent denies having violated the Act and asserts as its defense Lunsford quit by abandoning his job.

Section 8(a)(1) of the Act prohibits an employer from interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed in Section 7 of the Act. Section 8(a)(3) of the Act provides in pertinent part: "It shall be an unfair labor practice for an employer . . . by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization"

The law is well established that to discharge an employee for engaging in union activities violates Section 8(a)(3) and (1) of the Act.

The findings, *supra*, establish that shortly before his termination Lunsford engaged in union activities by having discussions with other employees concerning how they felt about having a union to represent them which included discussions occurring on Respondent's premises. Respondent was not only admittedly opposed to having a union represent its employees but Chairman Jordan said the Company would not tolerate a union and no price was too great to pay to keep it out even if it meant shutting the plant down. This statement as well as Traffic Manager Taylor's statement to Lunsford at the time of his termination described *infra*, and which also reveals knowledge of Lunsford's union activities, clearly establishes Respondent's union animus.

The evidence *supra* establishes on November 26, Traffic Manager Taylor accused Lunsford of going through the plant discussing with other employees about forming a union and informed him they would not let that happen and the Company did not need his kind. Pursuant to Lunsford's inquiry, Taylor acknowledged to Lunsford he was firing him for that reason. While Taylor, an admitted supervisor, claimed he did not possess the authority to fire Lunsford himself without going to Respondent's officials Chairman Jordan, Vice President Dennis, or Plant Manager Kerr, such contention is not persuasive especially since this was never made known to Lunsford, who acted upon Taylor's statement he was fired, and the discharge action itself was never retracted but rather was confirmed by Chairman Jordan who personally threatened to fire Lunsford if he returned to work. Thus, the evidence refutes Respondent's defense Lunsford quit by abandoning his job.

Based on the foregoing evidence including Lunsford's union activities about which Respondent had knowledge; Respondent's union animus; and the discharge conversation itself in which Lunsford was informed by Traffic Manager Taylor he was being discharged because of his union activities; and having rejected Respondent's defense Lunsford quit his job instead; I am persuaded and find that Respondent discriminatorily discharged Lunsford on November 26, 1979, and thereafter refused to re-

instate him because of his union activities and thereby violated Section 8(a)(3) and (1) of the Act.¹⁵

THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent as set forth above, found to constitute unfair labor practices occurring in connection with the operations of Respondent, have a close, intimate, and substantial relationship to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

AMENDED CONCLUSIONS OF LAW

1. Para-Chem Southern, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 28, is a labor organization within the meaning of Section 2(5) of the Act.

3. John Lunsford is an employee within the meaning of Section 2(3) of the Act, and is not a supervisor within the meaning of Section 2(11).

4. By discriminatorily discharging John Lunsford on November 26, 1979, and thereafter refusing to reinstate him because of his union activities, Respondent has engaged in unfair labor practices in violation of Section 8(a)(3) and (1) of the Act.

5. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act.

Accordingly, Respondent shall be ordered to offer John Lunsford immediate and full reinstatement to his former job or, if that job no longer exists, then to a substantially equivalent job, without prejudice to his seniority and other rights and privileges and to make him whole for any loss of earnings and other compensation he may have suffered as a result of the discrimination against him herein found by discriminatorily discharging him on November 26, 1979, and thereafter refusing to reinstate him. Backpay shall be computed in the manner prescribed by the Board in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest as prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).¹⁶

Upon the foregoing findings of fact, conclusions of law, and the entire record and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER¹⁷

The Respondent, Para-Chem Southern, Inc., Simpsonville, South Carolina, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging union activities of its employees by discharging, refusing to reinstate or in any other manner discriminating against employees in regard to their hire or tenure of employment or any term or condition of employment.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Offer to John Lunsford immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent job, without prejudice to his seniority and other rights and privileges, and make him whole for any loss of pay and other compensation he may have suffered by reason of the discrimination against him herein found by discriminatorily discharging him on November 26, 1979, and thereafter refusing to reinstate him, in the manner set forth in that section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze and determine the amount of backpay due under the terms of this Order.

(c) Post at its Simpsonville, South Carolina, facility copies of the attached notice marked "Appendix."¹⁸ Copies of said notice, on forms furnished by the Regional Director for Region 11, shall after being duly signed by Respondent's authorized representative, be posted immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 11, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the amended consolidated complaint be, and it hereby is, dismissed insofar as it alleges unfair labor practices not specifically found herein.

¹⁷ In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the of the National Labor Relations Board, the findings, conclusions, and recommended Order, herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

¹⁸ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

¹⁵ The decision rendered by the South Carolina Employment Security Commission on Lunsford's termination, which is not binding upon the Board, is also not persuasive in the instant case since Purchasing Agent Waters did not testify in that proceeding and there was also evidence presented here to support Lunsford's claim he engaged in union activities.

¹⁶ See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT discourage union activities of our employees by discharging, refusing to reinstate, or in any other manner discriminating against our employees in regard to their hire or tenure of employment or any term or condition of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in

the exercise of their rights guaranteed in Section 7 of the Act.

WE WILL offer to John Lunsford immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent job, without prejudice to his seniority and other rights and privileges, and WE WILL make him whole for any loss of pay and other compensation he may have suffered by reason of our discrimination against him, with interest.

PARA-CHEM SOUTHERN, INC.